

0 164 00002 0 112

DW. DOC. #308

The agreement concerning the construction and management of the Chinese Eastern Railway, signed in Berlin on August 27 (September 8), 1896.

Between HSU, Chinese Minister Plenipotentiary, to St. Petersburg, acting under the Imperial Ordinance of July 20, 13th year of Kwengchu (August 16, 23, 1896) as the first party, and the Russo-Chinese Bank, as the second party, the following agreement has been concluded:

**THE AGREEMENT:** The Chinese Government shall pay into the Russo-Chinese Bank the amount of 5,000,000 taels in silver currency, and shall have an interest in the said Bank, according to the ratio of the said paid-up funds and on the terms agreed upon in the contract, drawn for the purpose.

The Chinese Government has decided on the construction of a railway that should open a direct traffic between Chihnteh Cheng and the South Ussuri Railway in Russia, and it shall entrust the Russo-Chinese Bank with the construction and management of such a railway on the following terms:

#### ARTICLE I.

In order to construct and manage the said railway, the Russo-Chinese Bank shall establish a company by the name of the Chinese Eastern Railway Company. The Chinese Government shall grant a seal for the use of the said company. The articles of corporation of the said company shall follow the Russian practice regarding the formation of railway companies.

The share-certificates shall be held only by Russian or Chinese nationals. The President of the Company shall be appointed by the Chinese Government, but his salary shall be paid by the company. He may live in Peking.

The President of the Chinese Eastern Railway Company owes the duty especially to observe the good faith of the Bank and the Company to put their agreements with the Chinese Government into full practice, and to supervise the relations of the Bank and the Company with the Chinese Government as well as with the Chinese central and local authorities. He is also held responsible for the examination of all accounts between the Chinese Government and the Russo-Chinese Bank.

In order to facilitate all negotiations, the Russo-Chinese Bank shall have an agent residing in Peking.

#### ARTICLE II.

The construction zone of the said railway shall be defined by forming a committee to represent the President of the said company after his appointment by the Chinese Government and this committee consulting and agreeing with the engineers of the Company and the local authorities. The greatest possible efforts shall be made to avoid cemeteries, tombs, towns and villages.

#### ARTICLE III.

The Company shall set about the construction work within twelve (12) months of the day on which the Imperial sanction shall be given this agreement, and carry out the work in such a way as to complete the construction of the entire railway within six (6) years of the day on which the construction zone is defined, and the Company entitled freely to deal with the lands required for the said construction work. The gauge shall be that of the Russian railways (5 Russian feet or 4' 2½" Chinese feet).

PURL: <http://www.legal-tools.org/doc/cbd80a/>

ARTICLE IV.

The Chinese Government shall instruct the local authorities to make the best possible efforts in assisting the Company to acquire at current price the material, labor and land and water transport facilities necessary for the railway construction, and also food for personnel and animals employed in the work, according as necessity may arise. The Chinese Government has the obligation to take measures to facilitate the transportation of such supplies.

ARTICLE V.

The Chinese Government has the obligation to take measures to safeguard the railway and its personnel against all injuries. If found necessary for such purposes as the supervision of the railway, the Company has the right to employ, at its discretion, some number of foreigners or natives.

Criminal cases and lawsuits in the railway zone shall be disposed of by the local authorities, according to the stipulation of the treaty.

ARTICLE VI.

Of the lands held necessary for the construction, operation and protection of the railway, and also of the lands lying along the railway and held necessary for the acquisition of earth, sand, stone, lime, etc. those owned by the government shall be delivered to the Company without compensation, while those privately owned shall be handed over to the company by the proprietors, at current prices, either by lump payment or by annual installment payment.

The lands belonging to the Company shall be exempted from all forms of property tax. The Company shall have absolute and exclusive administrative power over its lands.

Within its lands, the Company shall have the right to build all kinds and manners of buildings, and to construct and operate telegraphic works necessary for the railway. The revenues of the Company, the income and fares obtained through the transportation of passengers and freight, and the use of the telegraphic system shall be totally exempted from taxation or any other monetary imposition with the exception of the mines which are to be placed under a special agreement.

ARTICLE VII.

Any articles and materials necessary for the construction, operation and repair of the railway shall be exempted from all customs duties, as well as all internal duties and/or taxation.

ARTICLE VIII.

The Company has the responsibility to see that Russian troops and munitions to be transported via Japanese railway, shall be brought straight from one Russian station to another, being on no account stopped on the way, except in cases of grave necessity.

ARTICLE IX.

Those of the non-Chinese passengers who wish to leave the region attached to the railway are required to have a passport of the Chinese Government. The Company has the responsibility to see that a non-Chinese passenger, without the Chinese Government's passport, shall not leave the territory attached to the railway.

ARTICLE X.

Passengers' baggage and the freight transported from one Russian station to another via the railway shall be exempted from customs-duties as well as from all internal duties and taxations. The Company shall transport such goods, excepting passengers' baggage, in special freight cars. Such freight cars, on arriving at the Chinese border, shall be sealed by the Chinese customs authorities and shall not before the same customs authorities ascertain the intactness of the said seal, be permitted to leave the Chinese border. When the seal is attested to have been broken on the way without permission, the freight thereunder shall be confiscated.

The goods imported from Russia to China by the railway, or exported from China to Russia by the same route, shall incur the payment of 66.6% of the Chinese maritime import or export duties.

The goods transported into the interior shall incur the further payment of transit duties equal in amount to half the import duties paid for the same goods. Such transit duties shall exempt the same goods from the payment of all additional and complementary imposts. Goods carried into the interior without paying such passage duties, are liable to the payment of all carrier taxes and like duties to be imposed in the interior.

ARTICLE XI.

The Company shall fix fares for the transportation of passengers and freight charges and for the loading and unloading of freight. But it has the obligation to transport Chinese official mails free of charge and troops and munitions of the Chinese army and navy at half fare.

ARTICLE XII.

The Chinese Government shall grant the Company such complete and exclusive rights as to manage the railway solely at its own accounts and risk, so that the Chinese Government shall be totally free of liability for any case of loss whatsoever on the part of the Company during the time of the construction of the railway and further for a period of eighty (80) years from the day of the completion of the work and the commencement of the operation of the railway. After the lapse of the said period, the railway, together with all the property accessory to it, shall be delivered free to the Chinese Government.

After the lapse of a period of thirty-six (36) years from the day of the completion of the entire railway construction and the commencement of the operation of the same railway, the Chinese Government has the right to buy back the said railway, on the repayment of all the investments as well as all the debts and liabilities and the interests thereon that may concern the said railway.

In case net profits exceed the amount of the dividends to the shareholders and thereby part of the capital is repaid, the amount thus repaid shall be deducted from the price of the repurchase.



0 164 0002 0 115

DET. DOC. #308

The Chinese Government can in no case possess the railway unless it previously deposits the price of the said repurchase with the National Bank of Russia.

On the day of the completion of the railway construction and the commencement of the operation of the same railway, the Company shall pay the Chinese Government 5,000,000 taels in silver currency.

August 27 (September 8), 1896, in Berlin.

UKTOMSKY (Seal)

ROTSTEIN (Seal)  
of the Russo-Chinese Bank

August 2, 22nd year of Kwang-Chu.

HSU (Seal)

Note: This agreement is contained in the collection of the treaties concerning Sino-Japanese relations, but as that translation has some wrong characters and omissions in Article VI, we present here a new translation from the original.

1 164 0002 0116

DEF. DEC. #308

CERTIFICATE

STATEMENT OF SOURCE AND AUTHENTICITY.

I, HAYASHI, Kaoru, Chief of the Archives Section, Japanese Foreign Office, hereby certify that the document hereto attached in Japanese, consisting of eight (8) pages, and entitled "Contract for the Construction and Exploitation of Chinese Eastern Railway, August 27, 1896" - is an exact and true copy of an official translation of the Japanese Foreign Office.

Certified at Tokyo, on this 8th day of January, 1947.

Witness: Nagaharu Odo

K. HAYASHI  
Signature of  
Official

TRANSLATION CERTIFICATE.

I, WILLIAM E. CLARKE, of the Defense Language Branch, hereby certify that the foregoing translation described in the above certificate is, to the best of my knowledge and belief, a correct translation and is as near as possible to the meaning of the original document.

/s/ WILLIAM E. CLARKE

Tokyo, Japan  
Date: 27 January 1947

東支鐵道建設及經營ニ關スル契約

千八百九十六年八月二十七日（九月八日）

伯林ニ於テ調印

光緒二十二年七月二十日（千八百九十六年八月十六日）附ノ勅令ニ據リテ行動スル聖彼得斯保陸制支那國全權公使許テ一方ノ當事者トシ露支銀行ヲ他方ノ當事者トシ左ノ如キ協定成立セリ。

支那國政府ハ庫平銀五百萬兩ノ金額ヲ露支銀行ニ拂込ミ右拂込資金ノ比率ヲ以テ特別契約所定ノ條件ニ從ヒ該銀行ノ損益ニ關與スルモトス  
支那國政府ハ赤塔城及露西亞國南烏蘇里鐵道間ノ直接交通ヲ開始スヘキ鐵道ノ建設ヲ決定シタルトコロ右鐵道ノ建設及經營ハ左ノ條件ニ從ヒテ之ヲ露支銀行ニ委任スルモトス

第一

露支銀行ハ該鐵道ノ建設及經營ノ爲東京鐵道會社ナル名稱ヲ有スル一會社ヲ設立スルモトス該會社ノ使用スル印章ハ支那國政府之ヲ交付ス該會社ノ定款ハ鐵道會社ニ關スル露西亞國慣習ニ從フモトス

會社ノ株券ハ支那國又ハ露西亞國臣民ノミ之ヲ所持スルコトヲ得該會社ノ社長ハ支那國政府之ヲ任命スルモ其ノ俸給ハ會社之ヲ支拂スルモノトス社長ハ北京ニ其ノ住所ヲ有スルコトヲ得

社長ハ銀行及鐵道會社ノ支那國政府ニ對スル約定ノ詳細ナル實施ヲ特ニ監視スヘキ任務ヲ負ヒ其ノ他銀行及會社ノ支那國政府及中央並地方官憲ニ對スル關係ヲ監視スヘキ任務ヲ負フ東支鐵道會社長ハ支那國政府及露支銀行間ノ一切ノ計算ヲ審查スヘキ任務モ亦負フモノトス一切ノ交渉ヲ運轉無ク進捗セシムル爲ニ露支銀行ハ一名ノ代理人ヲ北京ニ駐在セシムルモノトス

第二

鐵道建設區域ハ支那國政府ノ任命シタル該會社社長ノ代表委員カ會社ノ技師及地方官憲ト協定シテ之ヲ建設スルモノトス右建設區域ノ設定ニ際シ基址、墳墓並市街及村落ハ成ルヘク回避スヘキモノトス

第三



LEF LOC 11 508

會社ハ本契約カ効令ニ依リ裁可セラルヘキ日ヨリ十二月ノ期間内ニ工事ニ着手シ及鐵道建設區域カ確定セラレ且右建設ニ付必要ナル土地カ會社ノ議分シ得ルニ至ル日ヨリ六年ノ期間内ニ全鐵道線カ完成スル迄右工事ヲ進捗セシムルモノトス軌道ノ廣サハ露西亞國鐵道ノモノト同一ハ一哩尺五呎即支尺約四呎二吋二分ノ一タルコトヲ要ス

#### 第四

支那國政府ハ地方官憲ニ命令ヲ發シテ會社カ鐵道建設ノ爲必要ナル材料並勞動者、水陸運搬機關、人畜給養ノ爲必要ナル食糧品等ヲ時價ニ依リ購入スルニ付全力ヲ竭シテ援助セシムルモノトス支那國政府ハ必要ノ程度ニ從ヒ右諸物件ノ運搬ヲ便宜ナラシムヘキ措置ヲ執ルヲ要ス

#### 第五

支那國政府ハ鐵道及其ノ職員ノ安全ヲ一切ノ加害行爲ニ對シ確保スヘキ措置ヲ執ルヲ要ス會社ハ鐵道ノ管理等ノ爲必要ナリト認ムルトキハ任意ニ數名ノ外國人又ハ內國人ヲ雇傭スルノ權利ヲ有ス鐵道地域内ノ刑事事件訴訟等ハ條約ノ規定ニ從ヒ地方官憲之ヲ解決スヘ



DEF LOC 308

イモノトス

第六

鐵道ノ建設、經營及保護ノ爲ニ必要ナル土地並土砂、石塊、石灰等ヲ獲  
得スル爲ニ必要ナル鐵道沿線ノ土地ニシテ官有地ナルトキハ無償ニテ會  
社ニ引渡サルヘク私有地ナルトキニハ時價ニ依リ該土地所有者ニ對スル  
一時拂若クハ年賦拂ヲ以テ會社ニ引渡サルヘキモノトス

會社所屬ノ土地ハ一切ノ不動產稅ヲ免除セラルルモノトス

會社ハ其ノ土地ニ於テ一切ノ種類ノ建造物ヲ建設シ鐵道ニ必要ナル電信  
ヲ建設經營スルノ權利ヲ有スヘシ又會社ノ收入、旅客及貨物ノ運送並電  
信等ヨリ生スル一切ノ收入及料金ニ付テハ一切ノ課金及稅金ヲ免除スヘ  
シ但シ礦山ハ之ヲ例外トシ特別ノ協定ニ依ツヘキモノトス

第七

鐵道ノ建設、經營及修理ノ爲必要ナル一切ノ物件及材料ハ一切ノ關稅及  
一切ノ內國課金並稅金ヲ免除セラルルモノトス

第八

會社ハ日本鐵道經由ニテ輸送セラルル露西亞國軍隊及軍用材料カ重大ナル必要以上如何ナル口實ノ下ニ於テモ途中停葛スルコトナク一ノ露西亞國停車場ヨリ他ノ露西亞國停車場ニ向ヒ直接輸送セラルルコトニ付責任ヲ負フモトス

第九

支那國臣民ニ非ル旅客カ鐵道附屬ノ土地ヲ退去セムト欲スル場合ニハ支那國旅行券ヲ所持スルヲ要ス會社ハ支那國臣民ニ非ル旅客カ支那國旅行券ヲ所持セサル場合鐵道附屬ノ土地ヲ退去セサルコトニ付責任ヲ負フモトス

第十

旅客ノ手荷物竝一ノ露西亞國停車場ヨリ他ノ露西亞國停車場ニ同ヒテ輸送セラルル通過貨物ハ國稅ヲ課セラルルコト無ク又一切ノ内國課金及税金ヲ免除セラルルモトス會社ハ旅客ノ手荷物ハ之ヲ除キ右ノ貨物ヲ特別ノ貨車ニ積込ミテ輸送スヘキモトス該貨車ハ支那國國境到着ニ際シテ支那國稅關之ニ封印ヲ施シ且稅關カ該封印カ完全ナリヤ否ヤヲ確認シ

クル後ニ非レハ支那國國境ヲ退去スルヲ得サルモノトス右貨車カ途中許  
可無ク開封セラレタルコト證明セラレタル場合ニハ貨物ハ之ヲ沒收スル  
モノトス

鐵道ニ由リ露西亞國ヨリ支那國ニ輸入セラレタル貨物並同一經路ニ由リ  
支那國ヨリ露西亞國ニ輸出セラレタル貨物ハ三分ノ一減ノ支那海關輸出  
又ハ輸入税ヲ各支拂フモノトス

貨物カ内地ニ運送セラレタル場合ニハ右貨物ハ其ノ課セラレタル輸入税  
半額ニ均シキ通過税ヲ別ニ支拂フモノニシテ右通過税ハ該貨物ヲ一切ノ  
滿足の課税ヨリ免除スルモノトス

通過税ヲ支拂ハサル貨物ハ内地ニ於テ課セラルル一切ノ關稅及釐金税ヲ  
支拂フヘキモノトス

# 第十一

旅客及貨物ノ運送貨物ノ運込及荷卸料金ハ會社カ之ヲ決定スルモノ  
トス但シ支那國公債郵便ハ無料ニテ且支那國陸海軍隊並支那國軍用材料  
ハ半額ヲ以テ之ヲ運送スヘキ義務ヲ有ス

第十二

支那國政府ハ工事期間中竝鐵道カ完成シテ運轉セラルル日ヨリ更ニ八十年間會社ノ缺損ニ付如何ナル場合ニ於テモ何等責任ヲ負ハサル該會社ニ對シ自己ノ計算及危險ニ於テ鐵道ヲ經營スル完全且排他的ナル權利ヲ讓渡スルモノトス

右期間經營シタルトキハ鐵道ハ其ノ一切ノ附屬物ト共ニ無償ニテ支那國政府ニ引渡スモノトス

全鐵道線カ完成シ且運轉セラルル日ヨリ三十六年ノ期間經過スルトキハ支那國政府ハ一切ノ投下資本竝鐵道ニ關スル一切ノ債務及其ノ利息ヲ全部償還シテ右鐵道ヲ買戻スノ權利ヲ有ス

純益カ株主配當額ヨリ超過シ資本等ノ一部カ償還セラレタル場合ニハ該一部ノ金額ハ買戻價格ヨリ之ヲ控除スルモノトス支那國政府ハ該買戻金額ヲ該西亞國立銀行ニ取メ預入ルルニ非レハ如何ナル場合ニ於テモ鐵道ヲ占有スルコトヲ得サルモノトス

鐵道完成シテ運轉開始ノ日ニ於テ會社ハ支那國政府ニ庫平銀五百萬兩ヲ



DEF LOC # 308

文拂フモノトス

千八百九十六年八月二十七日（九月八日）柏林ニ於テ

匯支銀行

ウークトムスキー印  
ロートシュタイン印

光緒二十二年八月二日

註 本契約ハ日支通商條約中ニ録録セラレアルモ第六條ニ誤字脱落  
アルカ故ニ之ヲ更メテ茲ニ譯載セリ